

Source of Title:

Deed Book \_\_\_\_\_, Page \_\_\_\_\_ Deed Record 20100916000304720

\$500.00

EASEMENT – DISTRIBUTION FACILITIES

STATE OF ALABAMA }

COUNTY OF Shelby }

W.E. No. A6170 - 06 - A910

APCO Parcel No. 70234424

Transformer No. \_\_\_\_\_

This instrument prepared by: Larry D. Gravitt

Shelby County, AL 10/12/2010

State of Alabama

Deed Tax : \$.50



20101012000339570 1/3 \$18.50  
Shelby Cnty Judge of Probate, AL  
10/12/2010 02:53:05 PM FILED/CERT

Alabama Power Company  
P. O. Box 2641  
Birmingham, Alabama 35291

KNOW ALL MEN BY THESE PRESENTS, That BTS Investors II, LLC

as grantor(s), (the "Grantor", whether one or more) for and in consideration of One and No/100 Dollar (\$1.00) and other good and valuable consideration paid to Grantor in hand by Alabama Power Company, a corporation, the receipt and sufficiency of which are hereby acknowledged, hereby grant to Alabama Power Company, its successors and assigns (the "Company"), the easements, rights and privileges below.

**Overhead and/or Underground.** The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, communication lines, trans closures, transformers, anchors, guy wires and other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power and communications, along a route selected by the Company, as generally shown on the Company's drawing attached hereto and made a part hereof, but which is to be determined by the actual location(s) in which the Company's facilities are installed. The width of the Company's easement will depend on whether the Facilities are underground or overhead: for underground, the easement will extend five (5) feet on each side of said Facilities as and where installed; for overhead Facilities, the easement will extend fifteen (15) feet on each side of the centerline of said Facilities as and where installed. The Company is granted the right to clear, and keep clear, all trees, undergrowth and other obstructions on a strip of land extending five (5) feet from each side of said underground Facilities, and to clear, and keep clear, all trees, undergrowth and other obstructions on a strip of land extending fifteen (15) feet from each side of the centerline of said overhead Facilities and the right in the future to install intermediate poles and facilities on said strip. Further, with respect to overhead Facilities, the Company is also granted the right to trim and cut, and keep trimmed and cut, all dead, weak, leaning or dangerous trees or limbs outside of the thirty (30) foot strip that, in the sole opinion of the Company, may now or hereafter endanger, interfere with, or fall upon any of said overhead Facilities.

Grantor hereby grants to the Company all easements, rights and privileges necessary or convenient for the full enjoyment and use thereof, including without limitation the right of ingress and egress to and from said Facilities, as applicable, and the right to excavate for installation, replacement, repair and removal thereof; and also the right to cut, remove and otherwise keep clear any and all structures, obstructions or obstacles of whatever character, on, under and above said Facilities, as applicable.

The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean, the following described real property situated in Shelby County, Alabama (the "Property"):

A parcel of land in the NW1/4 of the NE1/4 of Section 12 and the SW1/4 of the SE1/4 of Section 1, all being in Township 21 South, Range 3 West. Lot#5, according to the Final Plat of Colonial Promenade, as recorded in Map Book 35, Page 102, in the Probate Office of Shelby County, Alabama.

In the event it becomes necessary or desirable for the Company from time to time to move any of the Facilities in connection with the construction or improvement of any public road or highway in proximity to the Facilities, Grantor hereby grants to the Company the right to relocate the Facilities and, as to such relocated Facilities, to exercise the rights granted above; provided, however, the Company shall not relocate said Facilities on the Property at a distance greater than ten feet (10') outside the boundary of the right of way of any such public road or highway as established or re-established from time to time. This grant and agreement shall be binding upon and shall inure to the benefit of Grantor, the Company and each of their respective heirs, personal representatives, successors and assigns and the words "Company" and "Grantor" as used in this instrument shall be deemed to include the heirs, personal representatives, successors and assigns of such parties.

TO HAVE AND TO HOLD the same to the Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the undersigned Grantor(s) has/have set his/her/their hand(s) and seal(s) this the 21<sup>st</sup> day of September, 2010

Witness

[Signature]  
Witness  
[Signature]  
Witness

(Grantor)

BTS Investors II, LLC

(Grantor)

By:

[Signature]  
As: Managing Member

**For Alabama Power Company Corporate Real Estate Department Use Only**

All facilities on Grantor: X

Station to Station: \_\_\_\_\_

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by \_\_\_\_\_, its authorized representative, as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST (if required) or WITNESS:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
(Grantor - Name of Corporation/Partnership/LLC)  
By: \_\_\_\_\_(SEAL)  
Its: \_\_\_\_\_  
[indicate President, General Partner, Member, etc.]

INDIVIDUAL NOTARIES

STATE OF ALABAMA }  
COUNTY OF \_\_\_\_\_ }

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, hereby certify that \_\_\_\_\_ whose name(s) [as \_\_\_\_\_] is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me on this day that being informed of the contents of the instrument, he/she/they [in such capacity as aforesaid] executed the same voluntarily.  
Given under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[SEAL]

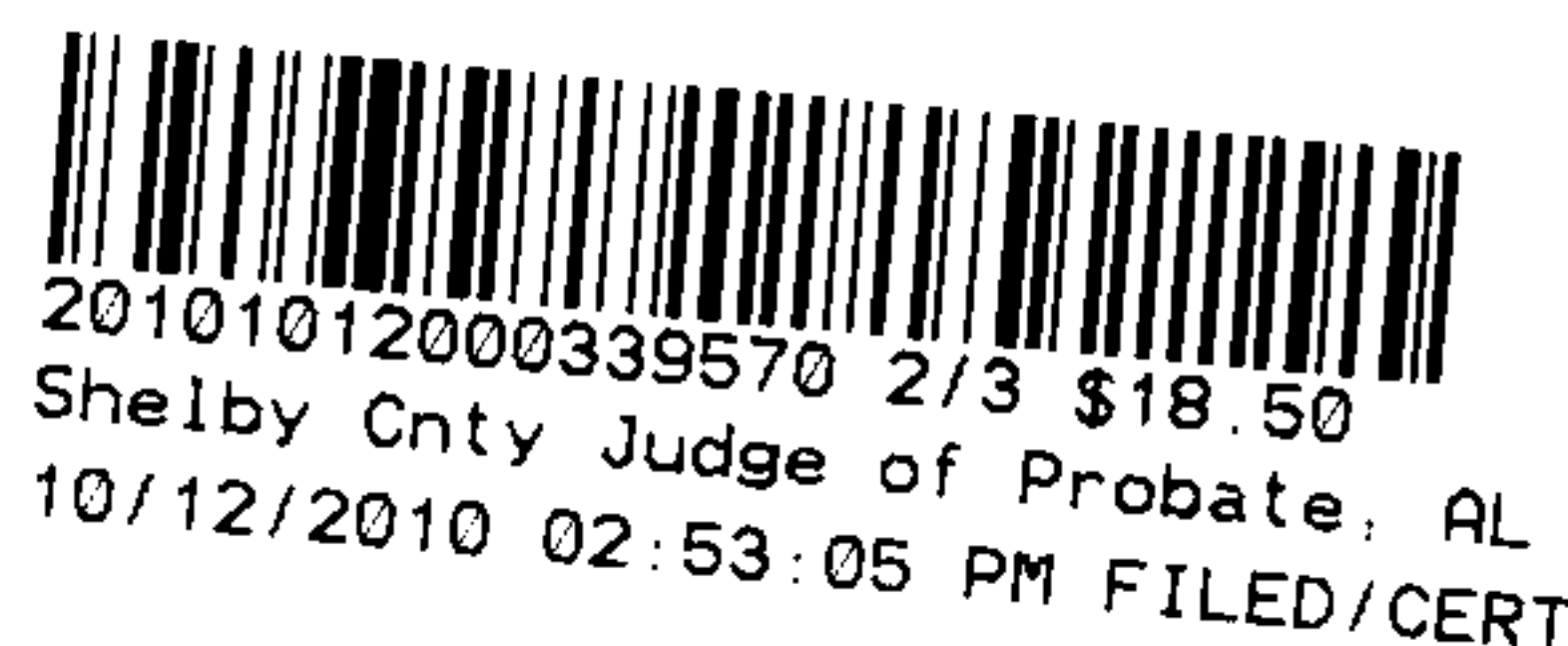
\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

STATE OF ALABAMA }  
COUNTY OF \_\_\_\_\_ }

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, hereby certify that \_\_\_\_\_ whose name(s) [as \_\_\_\_\_] is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me on this day that being informed of the contents of the instrument, he/she/they [in such capacity as aforesaid] executed the same voluntarily.  
Given under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[SEAL]

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_



CORPORATION/PARTNERSHIP/LLC NOTARY

STATE OF ALABAMA }  
COUNTY OF Autauga }

I, Melissa A. Trolinger, a Notary Public in and for said County in said State, hereby certify that Gary B. Cress whose name as Managing member of BTS Investors II LLC, a \_\_\_\_\_, [acting in its capacity as \_\_\_\_\_] is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such \_\_\_\_\_ and with full authority, executed the same voluntarily. for and as the act of said \_\_\_\_\_ [acting in such capacity as aforesaid].

Given under my hand and official seal this the 21st day of September, 2010.

[SEAL]

Melissa A. Trolinger  
\_\_\_\_\_  
Notary Public  
My commission expires: 1-13-12



